BILL NO. S-80-07-36

SPECIAL ORDINANCE NO. S-89-80

AN ORDINANCE approving a contract for Improvement Resolution No. 5856-79 between the City of Fort Wayne, Indiana and Spears-Dehner, Inc. for dike improvement.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated July 9, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Spears-Dehner, Inc. for:

dike improvement along St. Marys, St. Joseph Rivers and the Spy Run Creek by construction and/or reconstruction of an earthen and steel sheeting dike,

under Board of Public Works Improvement Resolution No. 5856-79 at a total cost of $400,000.00 from DNR and $200,000.00 from Revenue Sharing, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Samuel J. Talarico
COUNCILMAN

APPROVED AS TO FORM AND LEGALITY JULY 18, 1980.

John E. Hoffman
JOHN E. HOFFMAN
City Attorney

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for ~~recommendation~~) and ~~Public Hearing~~ to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ___ M.,E.S.T.

DATE: 7-22-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Henderson, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6			3	
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS				✓	
SCHMIDT, D.				✓	
SCHMIDT, V.				✓	
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 8-12-80

Charles W. Westerman / ne
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (APPROPRIATION) ORDINANCE (~~RESOLUTION~~) No. S-89-80

on the 12th day of August, 19 80.

ATTEST: (SEAL)

Charles W. Westerman / ne
CHARLES W. WESTERMAN - CITY CLERK

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of August, 19 80, at the hour of 11:30 o'clock A. M.,E.S.T.

Charles W. Westerman / ne
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 18th day of August 19 80 at the hour of 9:30 o'clock A M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-07-36

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Improvement Resolution No. 5856-79 between the City of Fort Wayne, Indiana and Spears-Dehner, Inc. for dike improvement

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JOHN NUCKOLS

MARK GiaQUINTA

ROY SCHOMBURG

8-12-80
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

June 17, 1980

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

On Wednesday, June 4, 1980, at 9 A. M., Contract was awarded to Spears-Dehner, Inc. in the amount of $575,056.74 for dike improvement along St. Mary's River, St. Joseph River and the Spy Run Creek. Said bid by Spears-Dehner was only 3.13% over engineer's estimate.

In light of the enormous size of said dike project, Street Engineering Department is anxious to have contractor begin construction as soon as possible. Therefore, Board of Works respectfully requests a "Prior Approval" so that repair of the dike may begin immediately. Bond and contract are forthcoming.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

MARK L. AKERS, CHAIRMAN

CITY OF FORT WAYNE

WIN MOSES, JR., MAYOR

ep
APPROVED:

MEMBERS OF THE COMMON COUNCIL

ATTEST:

CHARLES W. WESTERMAN, CLERK

AN EQUAL OPPORTUNITY EMPLOYER

179-79

B.O. CITY PAID

DIKE, etc. **Improvement Resolution No.** 5856 **19** 80

Dike along ST. Mary's River, the St. Joseph River and the Spy Run Creek

Width: _____ Ft.

Plans Ordered:

Adopted: May 14, 1980

Advt. "Notice to P.O.":

Not. to P. O. Mailed:

Hearing on Confirmation:

Remonstrance Filed:

Confirmed:

Finally Confirmed:

Advt. "Notice to Contr's": May 16 and 23, 1980

Receive Bids: Wednesday, May 28, 1980 at 9 a.m.

ord. bids

Contract Awarded: Wednesday, June 4, 1980 at 9 a.m.

Contract Awarded to: SPEARS-DEHNER, INC.

For: $575,056.74

ord. contract

At:

Reported Completed:

Primary Assmt. Roll Appr'd:

Advt. "Assessment Notice":

Hearing on Confir'n of Assmt. Roll:

Assessment Roll Confirmed:

BID ANALYSIS SHEET

PROJECT Dike Improvements St. Marys, St. Joseph Rivers & Spy Run Creek — OFFICE OF CITY ENG

DATE _____ RES. NO. 5956-79 MATERIAL _____ FORT WAYNE INDIAN

CONTRACTORS					SPEARS-DEHNER		HIPSKIND ASPHALT					
STREETS — ALLEYS — SIDEWALKS QUAN	UNIT	MATERIAL	EST. MATE	EXTENSION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TO B
2712	C.Y.	Excavation	2.50	6780.00	3.22	8732.64	6.00	16272.00				
11072	C.Y.	Borrow	1.75	52592.00	12.80	141721.60	11.75	130096.00				
1997	L.F.	Section "B"	145.00	289565.00	151.50	302,545.50	225.00	449325.00				
53115	S.Y.	Hydro Seeding	.15	61082.25	1.00	53115.00	0.50	26557.50				
650	Ton	Asphalt Bike Path	27.00	17550.00	70.00	45500.00	60.00	39,000.00				
2	Ea.	18" Flap Gate	288.00	576.00	488.00	976.00	600.00	1200.00				
2	Ea.	15" Flap Gate	240.00	480.00	443.00	886.00	500.00	1000.00				
11	Ea.	12" Flap Gate	213.75	2351.25	330.00	3630.00	350.00	3850.00				
3	Ea.	10" Flap Gate	207.30	621.90	313.00	939.00	300.00	900.00				
5	Ea.	8" Flap Gate	168.75	843.75	288.00	1440.00	250.00	1250.00				
7	Ea.	6" Flap Gate	168.75	1181.25	288.00	2016.00	250.00	1750.00				
23	Ea.	Headwalls	1200.00	27600.00	350.00	8050.00	500.00	11500.00				
30	L.F.	18" C.S.P. (Undistributed)	25.00	750.00	21.95	658.50	20.00	600.00				
30	L.F.	15" C.S.P. "	19.50	585.00	19.15	574.50	18.00	540.00				
110	L.F.	12" C.S.P. "	18.50	2035.00	17.80	1958.00	15.00	1650.00				
30	L.F.	10" C.S.P. "	15.50	465.00	17.25	517.50	15.00	450.00				
50	L.F.	8" C.S.P.	13.00	650.00	13.20	660.00	12.00	600.00				
70	L.F.	6" C.S.P.	9.25	647.50	11.95	836.50	12.00	840.00				
		Contingencies		85000.00			26,496.50	26,496.50				
1	L.S.	Headwall Removal	6215.35	6213.35	300.00	300.00	500.00	500.00				
		TOTALS		557569.25		575056.74		714377.00				

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING________
RATIFICATION________

CONTRACT

This Agreement, made and entered into this______day of______________, 19___

by and between ------------ SPEARS-DEHNER, INC. ----------------------------------

----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
Resolution No. 5856-79
prove Dikes (St. Marys, St. Joseph Rivers and Spy Run Creek) - see detailed description on attached Improvement Resolution.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXXfeetXwithXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5856-79 ~~and at the following price per lineal foot~~ attached hereto and by reference made a part hereof.

At the following prices:

Excavation	Three dollars and twenty-two cents per cubic yard	3.22
Borrow	Twelve dollars and eighty cents per cubic yard	12.80
Section "B"	One hundred and fifty-one dollars and fifty cents per lineal foot	151.50
Hydro Seeding	One dollar and no cents per square yard	1.00
Asphalt Bike Path	Seventy dollars and no cents per ton	70.00
18" Flap Gate	Four hundred and eighty-eight dollars and no cents per each	488.00
15" Flap Gate	Four hundred and forty-three dollars and no cents per each	443.00
12" Flap Gate	Three hundred and thirty dollars and no cents per each	330.00
10" Flap Gate	Three hundred and thirteen dollars and no cents per each	313.00
8" Flap Gate	Two hundred and eighty-eight dollars and no cents per each	288.00
6" Flap Gate	Two hundred and eighty-eight dollars and no cents per each	288.00

Headwalls	Three hundred and fifty dollars and no cents per each	350.00
18" C.S.P. (Undistributed)	Twenty-one dollars and ninety-five cents per lineal foot	21.95
15" C.S.P. (Undistributed)	Nineteen dollars and fifteen cents per lineal foot	19.15
12" C.S.P. (Undistributed)	Seventeen dollars and eighty cents per lineal foot	17.80
10" C.S.P. (Undistributed)	Seventeen dollars and twenty-five cents per lineal foot	17.25
8" C.S.P. (Undistributed)	Thirteen dollars and twenty cents per lineal foot	13.20
6" C.S.P. (Undistributed)	Eleven dollars and ninety-five cents per lineal foot	11.95
Contingencies	--	---
Headwall Removal	Three hundred dollars and no cents per lump sum	300.00
TOTAL	Five hundred and seventy-five thousand, fifty-six dollars and seventy-four cents	$575,056.74

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SPEARS-DEHNER, INC. as Principal, and the _____, a corporation organized under the laws of the State of _____, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of FIVE HUNDRED AND SEVENTY-FIVE THOUSAND, FIFTY-SIX DOLLARS AND SEVENTY-FOUR CENTS---------- ($ 575,056.74--------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the _____ day of _____, 19____, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5856-79

dikes (St. Marys, St. Joseph Rivers and Spy Run Creek) - see detailed description on attached Improvement Resolution.

at a cost of $ 575,056.74-----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

SPEARS-DEHNER, INC.
(Contractor)

BY: _____

ITS: _____

ATTEST:

_____

(Title) Corporate Secretary

_____
Surety

*BY: _____
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

---------- SPEARS-DEHNER, INC.----------
(Name of Contractor)

---------- P.O. BOX 11346, FORT WAYNE, INDIANA 46857----------
(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FIVE HUNDRED AND SEVENTY-FIVE THOUSAND, FIFTY-SIX DOLLARS AND SEVENTY-FOUR CENTS---------- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 19____, for the construction of:

Resolution No. 5856-79

Dikes (St. Marys, St. Joseph Rivers and Spy Run Creek) - see detailed description on attached Improvement Resolution.

at a cost of FIVE HUNDRED AND SEVENTY-FIVE THOUSAND, FIFTY-SIX DOLLARS AND SEVENTY-FOUR CENTS----------
($ 575,056.74----------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 1979.

(SEAL)

ATTEST:

_____
(Principal) Secretary

_____
Witness as to Principal

_____
(Address)

SPEARS-DEHNER, INC.
Principal

BY _____

_____
(Title)

_____
(Address)

_____
Surety
BY _____
Attorney-in-Fact
(Authorized Agent)

_____
(Address)

_____
Witness as to Surety

_____
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

Form 1929

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5856 - 1979

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Maintain and improve by construction and/or reconstruction of an earthen and steel sheeting dike along the St. Marys River, the St. Joseph River, and the Spy Run Creek; specifically the areas described as follows:

(1) The west bank of the St. Marys River from Main St. south to Mechanic Street extended; thence along the east bank of the St. Marys River to a point several hundred feet south of Main St.; thence west along the north and west bank of the St. Marys River along the north line of Swinney Park to a point 200 ± feet west of Greenwood.

(2) The west bank of the St. Joseph River from Main St. south to the Fort Wayne Filtration Plant; thence on the north side of St. Marys River and east side of the Spy Run Creek from the west edge of the Fort Wayne Filtration Plant to a point approximately 300 feet north of Elizabeth Street.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne Revenue Sharing Fund Acct. No. 402-134-480-4005 and State of Indiana Flood Control Funds.

Adopted, this _____ *day of* _____

ATTEST: _____
Secretary & Clerk

BOARD OF PUBLIC WORKS: _____

SS-S...
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT, WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1960.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	13.80	55¢	1.25			3if
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	12.21	57¢	.50		2¢	6if
CARPENTER (BUILDING)	S	11.29	70¢	6%		2¢	4if
(HIGHWAY)	S	11.93	70¢	.70		5¢	2if
CEMENT MASON	S	10.85	75¢	.80		2¢	
ELECTRICIAN	S	13.05	55¢	3%+50¢		6¢	12if
ELEVATOR CONSTRUCTOR	S	12.33	1.04½	.82	8%	3½¢	
GLAZIER	S	11.39		.25	40¢	4¢	25¢holida
IRON WORKER	S	12.35	1.00	1.45		2¢	25 annuit 21f
LABORER (BUILDING)	S-SS						
	US	8.55-9.55	.70	.70		9¢	
(HIGHWAY)	S-US-SS	8.30-9.15	.70	.70		9¢	
(SEWER)	S-US-SS	8.30-9.15	.70	.70		9¢	
LATHER	S	11.79		.80		1¢	3if
MILLWRIGHT & PILEDRIVER	S	11.69	.70	6%		2¢	4if
OPERATING ENGINEER (BUILDING)	S-SS						
	US	8.35-12.50	.75	.65		10¢	
(HIGHWAY)	S-SS-US	8.58-11.57	.75	.65		10¢	
(SEWER)	S-SS-US	8.58-11.57	.75	.65		10¢	
PAINTER	S	9.90-10.90	.60	.85		12¢	6misc.
PLASTERER	S	10.08	.60	.80			
PLUMBER & STEAMFITTER	S	13.75	.55	.90		7¢	7if
MOSAIC & TERRAZZO GRINDER	S	9.50-11.05					
ROOFER	S	11.90		.30			
SHEETMETAL WORKER	S	12.67	.72	.77		10¢	42¢sasmi 14if
TEAMSTER (BUILDING)	S-SS		29.00pw	37.00pw			
	US	9.60½-10.55½					
(HIGHWAY)	S-SS-US	9.20½-9.80½	31.50pw	37.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this proje as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1 DAY OF June, 19 60

REPRESENTING GOVERNOR, STATE OF INDIA

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4919

TITLE OF ORDINANCE SPECIAL ORDINANCE - IMPROVEMENT RESOLUTION NO. 5856-79 DIKE IMPROVEMENT

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-80-07-36

SYNOPSIS OF ORDINANCE CONTRACT FOR IMPROVEMENT RESOLUTION NO. 5856-79, DIKE IMPROVEMENT ALONG ST. MARYS, ST. JOSEPH RIVERS AND THE SPY RUN CREEK BY CONSTRUCTION AND/OR RECONSTRUCTION OF AN EARTHEN AND STEEL SHEETING DIKE ALONG THE ABOVE-DESCRIBED AREAS. THIS PROJECT WAS BID MAY 28, 1980 AT 9 A.M. WITH SPEARS-DEHNER THE LOW BIDDER OF THE TWO BIDS SUBMITTED. THIS DIKE IMPROVEMENT WAS NECESSITATED DUE THE FLOODING PROBLEMS ENCOUNTERED IN RECENT YEARS.

(PRIOR APPROVAL ACQUIRED JUNE 17, 1980) (COPY ATTACHED)

(CONTRACT ATTACHED)

EFFECT OF PASSAGE IMPROVEMENT OF DIKE ABOVE-DESCRIBED

EFFECT OF NON-PASSAGE FLOODING ALONG SPY RUN CREEK AND CENTRAL CITY AREA ALONG THE RIVERS

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $400,000.00 FROM DNR AND $200,000. FROM REVENUE SHARING

ASSIGNED TO COMMITTEE Publics Works

EP